

CONTRACT NO. 11-0019

for GROUP DENTAL INSURANCE

LAKE COUNTY, FLORIDA, a political subdivision of the State of Florida (hereinafter, "COUNTY"), does hereby accept, with noted modifications and additional terms as detailed herein, the Bid of HumanaDental Insurance Company and CompBenefits Company (hereinafter, "CONTRACTOR") to supply group dental insurance to the COUNTY pursuant to COUNTY RFP 11-0019 and all attachments and addenda thereto (hereinafter, "RFP"), bid closing dated May 11, 2011, and CONTRACTOR's May 6, 2011 RFP response thereto.

MODIFIED TERMS:

Section, Subsection and Page Number of the RFP	Modified Provisions Agreed to by Parties (<u>underlined</u> language has been added and language that is struck through is deleted; however, change of reference from 'Vendor' to 'CONTRACTOR' not shown)
<u>SECTION 1 – SPECIAL TERMS AND CONDITIONS</u> Section 1.8 Insurance p. 7 of the RFP	Certificates of insurance shall evidence a waiver of subrogation in favor of the COUNTY <u>for general liability and automobile liability insurance</u> , that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by the COUNTY.
<u>SECTION 1 – SPECIAL TERMS AND CONDITIONS</u> Section 1.8 Insurance p. 7 of the RFP	The CONTRACTOR shall be responsible for <u>ensure that</u> subcontractors and have their own insurance. Subcontractors are to provide certificates of insurance to the CONTRACTOR evidencing coverage and terms in accordance with the CONTRACTOR's requirements.
<u>SECTION 1 – SPECIAL TERMS AND CONDITIONS</u> Section 1.8 Insurance p. 7 of the RFP	All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the COUNTY. At the option of the COUNTY, the insurer shall reduce or eliminate such self-insured retentions or the CONTRACTOR or subcontractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

**SECTION 1 – SPECIAL
TERMS AND CONDITIONS**

**Section 1.16 Indemnification
of the County by the
CONTRACTOR**

p. 12 of the RFP

CONTRACTOR shall indemnify and hold the COUNTY harmless from any and all claims, liability, losses and causes of action which may arise ~~out of the fulfillment of the contract as~~ a result of acts or omissions on its part or on the part of its employees in the performance of the contract. CONTRACTOR shall pay all claims and losses of any nature whatsoever in connection herewith, and shall defend all suits, in the name of the COUNTY when applicable, and shall pay all costs and judgments which may issue thereon. When named as a co-defendant to any legal action, CONTRACTOR retains its own legal representation. CONTRACTOR is responsible for payment to the counsel retained to represent CONTRACTOR, and its litigation expenses.

**SECTION 3 – GENERAL
TERMS AND CONDITIONS**

**Section 3.23 Indemnification
p. 20 of the RFP**

To the extent permitted by law, the CONTRACTOR shall indemnify and hold harmless the COUNTY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the COUNTY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from ~~the performance of the agreement by the vendor or its employees, agents, servants, partners, principals or subcontractors~~ acts or omissions on CONTRACTOR's part or on the part of its employees in the performance of the contract. The CONTRACTOR shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the COUNTY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The CONTRACTOR expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONTRACTOR shall in no way limit the responsibility to indemnify, keep and save harmless and defend the COUNTY or its officers, employees, agents and instrumentalities as herein provided. However, CONTRACTOR does not indemnify the COUNTY for general legal action from members, employees, subcontractors, or other vendors, and CONTRACTOR does not indemnify the COUNTY as a result of the acts or omissions of third parties, including its members' service providers.

ADDITIONAL TERMS:

PRICING – RENEWAL DENTAL RATES

Contract pricing and renewal dental rates are specified in the document attached hereto and incorporated herein as **Exhibit “A”**. **Exhibit “A”** shall supersede any earlier or conflicting proposals submitted by the CONTRACTOR.

CONTROLLING DOCUMENTS

CONTRACTOR agrees that the provisions contained in this document control the CONTRACTOR’s performance under the contract, and further agrees that in any circumstance where a conflict between the RFP and the CONTRACTOR’s proposal arises, the provisions contained within the RFP shall control.

EFFECTIVE DATE AND MODIFICATIONS:

This Contract is effective from **October 1, 2011** through **September 30, 2014**. This Contract provides for two (2) additional one (1) year period(s) on a year by year basis, at COUNTY’s sole option and according to the terms noted in the RFP.

Any and all modifications to this Contract must be in writing and signed by the COUNTY’s Procurement Services Director.

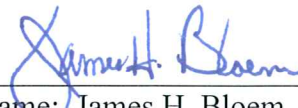
LISTING OF ATTACHMENTS TO THE CONTRACT:

This contract consists of the following documents and materials, attached hereto and incorporated herein:

1. Final contract pricing and renewal dental rates, attached hereto as **Exhibit “A”** and incorporated herein.
2. RFP 11-0019 and all addenda issued under the solicitation, attached hereto on a disk and incorporated herein as **Exhibit “B”**.
3. The full proposal submitted by the named CONTRACTOR, attached hereto on a disk and incorporated herein as **Exhibit “C”**.

CONTRACTOR

CompBenefits Company
and
HumanaDental Insurance Company



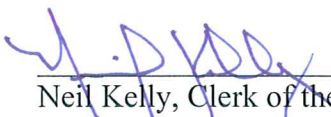
Name: James H. Bloem
Title: Senior Vice President, Chief Financial
Officer and Treasurer of the above
Corporations

This 29 day of July, 2011.

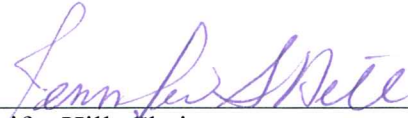
COUNTY

LAKE COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

ATTEST:



Neil Kelly, Clerk of the Board
of County Commissioners
of Lake County, Florida



Jennifer Hill, Chair

This 9 day of Nov, 2011.

Approved as to form and legality:



Sanford A. Minkoff
County Attorney



Lake County Board of County Commissioners
Master Group 1039

Renewal date: October 1, 2011

Your current and renewal dental rates

Plan description	Coverage type	Enrollment	Current rate	Monthly premium	Renewal rate*	Monthly premium
Plan 1 Advantage	Employee	121	\$15.24	\$1,844	\$15.10	\$1,827
	Employee + 1	65	\$29.72	\$1,932	\$29.44	\$1,914
	Family	90	\$50.60	\$4,554	\$50.10	\$4,509
	Total	276		\$8,330		\$8,250
Plan 2 CS150	Employee	155	\$12.44	\$1,928	\$12.20	\$1,891
	Employee + 1	79	\$23.58	\$1,863	\$23.12	\$1,826
	Family	101	\$32.16	\$3,248	\$31.52	\$3,184
	Total	335		\$7,039		\$6,901
Plan 3 Elite 720, 100/80/50 in and out of network, \$50 deductible, deductible waived for type I services, \$1000 annual maximum, adult and child orthodontia with \$1000 lifetime maximum	Employee	228	\$18.22	\$4,154	\$18.14	\$4,136
	Employee + 1	102	\$38.42	\$3,919	\$38.24	\$3,900
	Family	117	\$62.20	\$7,277	\$61.90	\$7,242
	Total	447		\$15,350		\$15,279

*Renewal rates are guaranteed for three years: October 1, 2011 through September 30, 2014.